

TENTATIVE AGREEMENT

Technical Unit

ARTICLE 11

RATES OF PAY AND WORK SCHEDULES WORK SCHEDULES – PAY RATES – OVERTIME – TEMPORARY MILITARY LEAVE – JURY DUTY AND WITNESS SERVICE

Section 11.1 Pay Rates and Cost of Living Adjustments.

11.1(a) The minimum salary for the payroll, effective March 3, 2006, will be determined by the Salaried Salary Reference Table minimum values as established by the Company, for each bargaining unit member's respective Salaried Job Classification and level identified in Appendix A.

11.1(b) The Company will establish four three selective salary review adjustment funds in accordance with the dates set forth in Table I:

TABLE I
SALARY REVIEW ADJUSTMENT FUND PERIODS
AND INCREASE PERCENTAGES
SELECTIVE SALARY ADJUSTMENT FUND COMPUTATION DATES,
EFFECTIVE DATES, AND INCREASE PERCENTAGES

<u>Review Period</u>	<u>Fund Computation Date</u>	<u>Increase Effective Date</u>	<u>Base Salary Adjustment Fund</u>	<u>Market Adjustment Fund</u>	<u>Minimum Increase Percentage</u>
<u>1</u>	<u>2/3/06</u> <u>1/30/09</u>	<u>3/3/06</u> <u>2/27/09</u>	<u>5.0%</u>	<u>1.0%</u>	<u>2.5%</u>
<u>2</u>	<u>2/2/07</u> <u>1/29/10</u>	<u>3/2/07</u> <u>2/26/10</u>	<u>5.0%</u>	<u>1.0% Dependent on market analysis</u>	<u>2.5%</u>
<u>3</u>	<u>2/1/08</u> <u>1/28/11</u>	<u>2/29/08</u> <u>2/25/11</u>	<u>5.0%</u>	<u>Dependent on market analysis</u>	<u>2.5%</u>
<u>4</u>	<u>1/27/12</u>	<u>2/24/12</u>	<u>5.0%</u>		<u>2.5%</u>

11.1(b)(1) Base salaries of eligible employees will be increased from a fund computed by multiplying the sum of the Salary Adjustment Fund and the Market Adjustment Fund Increase Percentage by the total salaries of eligible employees. All eligible employees will participate in the selective salary review with minimum increases given as indicated in Table I. All increases will be effective on the Increase Effective Date of the review period. Eligible employees are defined as follows:

Hired before November 1st of each year and

Classified in the bargaining unit on both the Fund Computation Date and the Increase Effective Date.

Employees on leave of absence for more-less than 180 days as of the Fund Computation Date are excluded-from-included in the Salary Review exercise.

11.1(b)(2) Annual Salary Data Review.

The Company agrees to annually review the relationship of bargaining unit salaries to those of the market, and to share the results with the Union. Based on this year's salary analysis, the Company agrees to supplement the 2006 Base Salary Adjustment Fund with a Market Adjustment Fund of 1.0%, as set forth in Table I.as necessary.

The final determination as to the amount of any Market Adjustment Fund in 2007 and 2008 will be made by the Company and will not be subject to the grievance and arbitration procedure of Article 3.

The Union agrees to keep confidential, and not disclose, any information or subsequent analyses based on information provided pursuant to this Section 11.1(ab)(42) that the Company designates as not subject to disclosure.

11.1(c) Cost of Living Adjustments.

11.1(c)(1) Employees eligible to participate in the selective- adjustment funds under 11.41(ab) may also receive Cost of Living Adjustments to the extent such adjustments become effective under and in accordance with all of the terms, conditions and limitations stated in 11.41(bc). The terms, definitions, and limitations stated in 11.41(ab) and 11.41(bc) also apply to such adjustments. Cost of Living Adjustments would be delivered to each eligible employee separately from those selective adjustment funds derived in 11.41(ab). Cost of Living Adjustments would be effective on the dates specified in Table I.

11.1(c)(2) Determination of Cost of Living Adjustments shall be made in reference to the series U.S. city average "Consumer Price Index Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics, U.S. Department of Labor, with the following base period: 1982-1984 = 100, such Index being referred to herein as the BLS Index.

11.1(c)(3) Computations will be made using the three-month average of the BLS Index for July, August and September, 20058 (192.7215.5), as the base period.

11.1(c)(4) During the life of this Agreement, Cost of Living Adjustments shall be computed using the three-month average of the BLS Index for the periods specified in Table II and the corresponding BLS Index threshold values expressed as percentage increases over the 20058 base period. The formula will be: percentage of Cost of Living Adjustment equals fifty (50) percent of the percentage increase in the BLS Index, from the 20058 base period to the BLS Index Comparison Quarter, that exceeds the BLS Index Threshold Percentage shown in Table II. In order to preclude recognition, on more than one effective date, of the same percentage increase in the BLS Index, any recognition on one

effective date of a percentage increase over the applicable BLS Index Threshold Percentage will cause that percentage to be set aside and disregarded in ensuing computations. [e.g., if the BLS Index for October, November, and December, 20058 represented a 14.12 percent increase over the base period (yielding a 21.0 percent Cost of Living Adjustment effective 2/27/20093/3/2006), no Cost of Living Adjustment would result for the 2/26/20103/2/2007 effective date unless, and to the extent, the BLS Index for October, November, and December, 20096 represented an increase in excess of 22.4 22 percent over the base period.] BLS Index three-month averages, BLS Index increase percentages, and salary increase percentages will be rounded to the nearest tenth, with five hundredths rounded upward to the nearest tenth. The BLS Index Threshold Percentages will be adjusted accordingly in the event of a market adjustment in review periods 2 or 3.

TABLE II

<u>Effective Date of Adjustment</u>	<u>BLS Index Comparison Quarter</u>	<u>BLS Index Threshold Percentage</u>
<u>3/3/20062/27/2009</u>	<u>Oct, Nov, Dec 20058</u>	<u>10.0%10%</u>
<u>3/2/20072/26/2010</u>	<u>Oct, Nov, Dec 20069</u>	<u>18.4%20%</u>
<u>3/7/20082/25/2011</u>	<u>Oct, Nov, Dec 200710</u>	<u>27.1%30%</u>
<u>2/24/2012</u>	<u>Oct, Nov, Dec 2011</u>	<u>40%</u>

11.1(c)(5) In connection with each of the effective dates in Table II, the computations set forth in 11.41(b)(4) will be made.

11.1(d) For payroll computation purposes, hourly rates of pay will be computed on the basis of 2080 compensable hours each calendar year.

Section 11.23 Overtime.

11.23(a) The Company will attempt to meet its overtime requirements on a voluntary basis among the employees. In the event there are insufficient volunteers to meet the requirements, management may designate and require the necessary number of employees to work the overtime.

11.23(b) Category 1 Schedules. For time worked in excess of 40 compensated hours in a work week, other than the 2nd day of rest, an employee shall be paid one and one-half times his or her base rate. All time worked on the second day of rest will be paid at double his or her base rate after 40 compensated hours in that work week. All overtime worked in excess of 12 hours in a workweek will be paid at double his or her base rate.

11.23(c) Category 2 Schedules. For time worked in excess of scheduled and compensated hours in a work week, other than the 2nd day of rest, an employee shall be paid one and one-half times his or her base rate. All hours worked on the second day of rest will be paid at double his or her base rate after scheduled and

compensated hours in a workweek. All overtime worked in excess of 12 hours in a workweek will be paid at double his or her base rate.

Section 11.34 Temporary Military Leave. An employee who is a member of a reserve component of the Armed Forces, who is absent due to required active annual training duty or temporary special services duty, active duty, annual active duty, or temporary special duty shall be paid his or her normal straight time earnings, including shift differential where applicable, up to a maximum of 80 hours each military service fiscal year. The amount due the employee under this 11.63 shall be reduced by the amount received from the government body identified with such active or temporary special duty, for the period of such duty (up to the maximum period mentioned above). Such items as subsistence, uniform, and travel allowance shall not be included in determining pay received from the state or federal government. An employee who elects to work or use available Company paid holidays during the 90 calendar days of military leave, vacation credits, or sick leave credits while on temporary active duty shall not be eligible for military pay differential for that period.

Beginning with the military fiscal year starting October 1, 2000, the following provisions will apply:

Members of a reserve component of a uniformed service ordered to annual active duty are eligible for military differential pay up to a maximum of 80 hours each military fiscal year (October 1 – September 30) or longer if required by applicable laws.

Members of a reserve component of a uniformed service ordered to temporary special duty under Military U.S. Code Title 10 or mobilized by the applicable state agency are eligible for military differential pay up to a maximum of 90 calendar days for each occurrence. Extension of military differential pay beyond 90 days may be approved on a case-by-case basis for each call-up. This approval will be based on the call-up and not on an individual employee basis. Military differential pay will end upon the employee's release from active duty.

Employees will retain all compensation received from the uniformed services. If this compensation is less than their regular Company pay (base rate plus applicable additives), the Company will provide pay equal to the difference between the employee's base rate (plus applicable additives) and the compensation received from the uniformed services. This pay will be provided upon receipt of the employee's leave and earnings statement. Subsistence (does not include quarters), uniform, and travel allowances will not be included in determining military pay.

Section 11.45 Jury Duty and Witness Service. Time off with pay, up to 30 days each calendar year, will be granted for absence necessary for an employee to perform jury duty or witness service. The employee will retain all fees received. Time off with pay, unless required by applicable law, will not be granted if the employee:

1. Is subpoenaed as a witness against the Company or its interests.
2. Is subpoenaed as a witness as a direct party in the action.
3. Voluntarily seeks to testify as a witness.

4. Is subpoenaed as a witness in a case arising from or related to the employee's outside employment or outside business activities.

Deviations to this procedure must be approved by Company Offices Compensation and Benefits.

Section 11.561 Full Time Work Schedules and Shifts.

11.561(a) Each employee working full time shall be assigned one of the following work schedules:

- (1) Category 1 Weekday Schedule: 40 hours in a workweek with regular workdays during the Monday through Friday period.
- (2) Category 1 Weekend Schedule: 40 hours in a workweek with Saturday and/or Sunday as a regular workday.
- (3) Category 2 Weekday Schedule: Less than 40 hours in a workweek with regular workdays during the Monday through Friday period.
- (4) Category 2 Weekend Schedule: Less than 40 hours in a workweek with Saturday and/or Sunday as a regular workday.

Schedule Hours	Category One Schedules of 40 hours in a work week		Category Two Schedule with fewer than 40 hours in a work week	
	Weekday	Weekend	Weekday	Weekend
Shift	Incentives			
First	None	Weekend Rate	Schedule Factor	Weekend Rate Schedule Factor
Second	Shift Rate	Shift Rate Weekend Rate	Shift Rate Schedule Factor	Shift Rate Weekend Rate Schedule Factor
Third	Shift Rate Shift Percentage	Shift Percentage Shift Rate Weekend Rate	Shift Rate Schedule Factor	Shift Rate Weekend Rate Schedule Factor

Incentives Definitions

Shift Percentage Maintains "equity" with 3rd shift 6.5 hour schedule	Shift Rate Working other than 1st shift	Weekend Rate Working on a Saturday/Sunday as a regular day	Schedule Factor Works less than 40 hours, paid for 40
23%	\$ 1.00-75 per hour	Sat. or Sun. \$ 2.00 1.50 Sat. & Sun. \$ 3.00 2.00	Pay period hours/ Scheduled hours

11.5(b) Employees may, at their request and with management's approval, work any of the above schedules. Management will staff Weekend Schedules with volunteers.

11.561(cb) Employees may, at their request and with management's approval, make a temporary modification of their work schedule through movement of hours from one day to another within a 40-hour workweek. Employees whose fourteen-day work schedule provides an alternating weekday off through a pattern of fixed nine-hour days followed by an eight-hour day (commonly referred to as a "9/80" work schedule) may not redistribute their hours.

11.561(de) The Company will attempt to establish work schedules with at least two (2) days designated as days of rest.

Section 11.2 Shifts and Lunch Periods.

11.526(ae) Lunch Periods. Each employee shall be assigned to a definite shift with designated beginning and ending times. All work schedules provide a fixed unpaid meal period to start not more than five (5) hours after start time, consisting of a forty-minute lunch period, ten (10) minutes of which shall be paid time and thirty minutes of which shall be unpaid. Employees working in excess of an eleven-hour shift are entitled to a second unpaid meal period, to start not more than eight (8) hours after start time, consisting of a minimum of thirty minutes. Meal periods will be paid if the employee is not fully relieved of his or her duties.

11.562(bf) Shifts. The Company may assign an individual employee or groups of employees to any shift to meet operational requirements. The following shift identification will apply:

(1) First shift: Begins at any time from 4:00 a.m. to 11:59 a.m.

(2) Second shift: Begins at any time from 12:00 noon to 7:59 p.m.

(3) Third shift: Begins at any time from 8:00 p.m. to 3:59 a.m.

~~(1) A shift which begins at any time between 4:00 a.m. and 11:59 a.m. (both times inclusive) will be designated as first shift.~~

~~(2) A shift which begins at any time between 12:00 noon and 7:59 p.m. (both times inclusive) will be designated as second shift.~~

~~(3) A shift which begins at any time between 8:00 p.m. and 3:59 a.m. (both times inclusive) will be designated as third shift.~~

11.562(cg) Report Time. A full-time employee who, in accordance with instructions, reports for work on his or her assigned shift will be paid at base salary and any applicable shift bonus for no less than the scheduled hours for that shift. If the employee works his or her assigned shift or portion thereof and also reports, in accordance with instructions, for one or more additional separate work periods on the same day, he or she will receive a minimum of four (4) hours pay at base salary for each such work period. If a full-time employee, in accordance with instructions, reports for one work period on a scheduled day of rest or on a holiday, he or she will receive a minimum of eight (8) hours pay at base salary for that work period. If the employee, in accordance with instructions, reports for one or more additional separate work periods on the day of rest or holiday, he or she will receive a minimum of four (4) hours pay at base salary for each such work period. These minimum report time requirements will not apply in case of emergency shutdown arising out of any condition beyond the Company's control. Employees who leave work of their own volition or because of incapacity (other than industrial injury or illness), or are discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day.

11.5(h) Company Travel. Travel time includes the time required by the public carrier that the traveler must check-in prior to actual departure. Travel time is normally paid up to the maximum number of hours in a regular work shift for each day of travel. If the employee starts work immediately upon completion of travel, all such hours are additive and will be compensated at the appropriate rate. Reference PRO-5495 for additional guidance.

Section 11.6 Incentives.

11.6(a) An employee assigned to the second or third shift shall receive a shift rate incentive of ~~seventy-five cents~~ \$1.00 per hour which shall be added to his or her base salary and made a part thereof.

11.6(b) An employee assigned to either Saturday or Sunday as a regular day of work shall receive ~~\$2.00~~ \$1.50 per hour added to his or her base salary and made a part thereof while so assigned. An employee assigned to both Saturday and Sunday as regular days of work shall receive ~~\$3.00~~ \$2.00 per hour added to his or her base salary and made a part thereof.

11.6(c) Employees assigned to a Category 2 Schedule shall receive a schedule factor incentive equivalent to the difference between the hours scheduled and forty hours in a workweek.

11.6(d) Employees assigned to a Category 1 schedule and identified to receive the "shift percentage" shall receive twenty-three percent (23%) of their base rate, which shall be added to their base salary and made a part thereof.

Section 11.7 Promotions and Salary Adjustments.

For each review period below, the Company will spend at least one half of one percent (.5%) of the total unit salaries as of the computation date of the review period on either adjustments in salary accompanied by a change in classification (promotion); or adjustments in salary outside of the annual salary review (Out of Sequence Selective Adjustment) or any combination of the two. In the event less than .5% is spent during the review period, the delta between the actual expenditure and .5% will be added to the next salary adjustment fund. The minimum promotion increase will be \$2,5002,000.

There will be no selective adjustments or in-line promotions outside the competitive job selection process during the period scheduled by the Company for salary review (typically January 1 through mid-April).

<u>Review Period</u>	<u>Start Date</u>	<u>Computation Date</u>	<u>End Date</u>
<u>One</u>	<u>December 2, 2008</u>	<u>January 30, 2009</u>	<u>December 31, 2009</u>
<u>Two</u>	<u>January 1, 2009</u>	<u>January 29, 2010</u>	<u>December 31, 2010</u>
<u>Three</u>	<u>January 1, 2010</u>	<u>January 28, 2011</u>	<u>December 31, 2011</u>
<u>Four</u>	<u>January 1, 2011</u>	<u>January 27, 2012</u>	<u>October 6, 2012</u>

Section 11.83 Part-Time Employees. Any employee whose work schedule consists of a seven-day cycle with fixed days and hours of work that are less than 40 hours over a regular workweek, or a fourteen-day cycle with fixed days and hours of work that are less than 80 hours over two (2) regular workweeks, and is not on a Category 2 Schedule, shall be considered as a part-time employee and shall be subject to all provisions of this Agreement except as otherwise provided in ~~11.3(a)~~ through ~~11.3(d)~~ below.

- ~~(1) 11.3(a)~~ Shifts and lunch periods for part-time employees will be assigned in accordance with Company procedures and will not be subject to 11.2. Meal periods will be paid if the employee is not fully relieved of his or her duties.
- ~~(2) 11.3(b)~~ Work Schedule Incentives. Employees assigned to second or third shift may receive a shift rate and a schedule factor incentive. Employees are not eligible to receive the weekend rate incentive.
- ~~(3) 11.3(c)~~ Holidays. Employees are eligible for holiday pay if they are scheduled to work 20 or more hours in a seven-day cycle or 40 or more hours in a fourteen-day cycle. Payment will be four (4) hours of holiday pay for each company holiday, regardless of the calendar day or hours scheduled on the respective holiday.
- ~~(4) 11.3(d)~~ Overtime. The provisions of 11.8 do not apply to part-time employees. Employees will be paid overtime for hours in excess of 40 compensated hours in a workweek. All overtime, except on holidays, will

be paid at time and one-half. Hours worked on a holiday will be paid at double time.

~~(5) 11.3(e)~~ Jury Duty and Witness Service. Employees are eligible for jury duty and witness service if they are scheduled to work 20 or more hours in a seven-day cycle or 40 or more hours in a fourteen-day cycle. Payment will be four (4) hours for each day served, regardless of calendar day or hour scheduled.

Section 11.9 Direct Deposit.

11.9(a) In states where mandatory direct deposit is permitted by law, paychecks will be delivered via direct deposit by Thursday of every second week.

11.9(b) For employees working in other states, paychecks shall be delivered via direct deposit on or before Thursday of every second week, or placed in the U.S. mail on or before Tuesday of every second week.

Section 11.4 Pay Rates and Cost of Living Adjustments.

11.4(a) Selective Salary Adjustments.

~~11.4(a)(1)~~ The Company will establish three selective salary adjustment funds in accordance with the dates set forth in Table I:

**TABLE I
SELECTIVE SALARY ADJUSTMENT FUND COMPUTATION DATES,
EFFECTIVE DATES, AND INCREASE PERCENTAGES**

Review Period	Fund Computation Date	Increase Effective Date	Base Salary Adjustment Fund	Market Adjustment Fund	Minimum Increase Percentage
1	2/3/06	3/3/06	4.0%	1.0%	2.0%
2	2/2/07	3/2/07	4.0%	Dependent on market analysis	2.0%
3	2/1/08	2/29/08	4.0%	Dependent on market analysis	2.0%

~~11.4(a)(2)~~ Base salaries of eligible employees will be increased from a fund computed by multiplying the Increase Percentage by the total salaries of eligible employees. All eligible employees will participate in the selective review with minimum increases given as indicated in Table I. All increases will be effective on the Increase Effective Date of the review period. Eligible employees are defined as follows:

- ~~-Hired before November 1st; and~~
- ~~-Classified in the bargaining unit on both the Fund Computation Date and the Increase Effective Date.~~

~~Employees on leave of absence for more than 180 days as of the Fund Computation Date are excluded from the Salary Review exercise.~~

~~11.4(a)(3) The Company in its sole discretion may selectively increase base salary rates of individual employees on effective dates other than the Increase Effective Dates in Table I (out-of-sequence increases).~~

~~11.4(a)(4) Annual Salary Data Review.~~

~~The Company agrees to annually review the relationship of bargaining unit salaries to those of the market, and to share the results with the Union. Based on this year's salary analysis, the Company agrees to supplement the 2006 Base Salary Adjustment Fund with a Market Adjustment Fund of 1.0%, as set forth in Table I.~~

~~The final determination as to the amount of any Market Adjustment Fund in 2007 and 2008 will be made by the Company and will not be subject to the grievance and arbitration procedure of Article 3.~~

~~The Union agrees to keep confidential, and not disclose, any information provided pursuant to this Section 11.1(a)(4) that the Company designates as not subject to disclosure.~~

~~11.4(b) Cost of Living Adjustments.~~

~~11.4(b)(1) Employees eligible to participate in the selective adjustment funds under 11.4(a) may also receive Cost of Living Adjustments to the extent such adjustments become effective under and in accordance with all of the terms, conditions and limitations stated in 11.4(b). The terms, definitions, and limitations stated in 11.4(a) and 11.4(b) also apply to such adjustments. Cost of Living Adjustments would be delivered to each eligible employee separately from those selective adjustment funds derived in 11.4(a). Cost of Living Adjustments would be effective on the dates specified in Table I.~~

~~11.4(b)(2) Determination of Cost of Living Adjustments shall be made in reference to the series U.S. city average "Consumer Price Index Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics, U.S. Department of Labor, with the following base period: 1982-1984 = 100, such Index being referred to herein as the BLS Index.~~

~~11.4(b)(3) Computations will be made using the three-month average of the BLS Index for July, August and September, 2005 (192.7), as the base period.~~

~~11.4(b)(4) During the life of this Agreement, Cost of Living Adjustments shall be computed using the three-month average of the BLS Index for the periods specified in Table II and the corresponding BLS Index threshold values expressed as percentage increases over the 2005 base period. The formula will be: percentage of Cost of Living Adjustment equals fifty (50) percent of the percentage increase in the BLS Index, from the 2005 base period to the BLS Index Comparison Quarter, that exceeds the BLS Index Threshold Percentage shown in Table II. In order to preclude recognition, on more than one effective~~

~~date, of the same percentage increase in the BLS Index, any recognition on one effective date of a percentage increase over the applicable BLS Index Threshold Percentage will cause that percentage to be set aside and disregarded in ensuing computations. [e.g., if the BLS Index for October, November, and December, 2005 represented a 14.0 percent increase over the base period (yielding a 2.0 percent Cost of Living Adjustment effective 3/3/2006), no Cost of Living Adjustment would result for the 3/2/2007 effective date unless, and to the extent, the BLS Index for October, November, and December, 2006 represented an increase in excess of 22.4 percent over the base period.] BLS Index three-month averages, BLS Index increase percentages, and salary increase percentages will be rounded to the nearest tenth, with five hundredths rounded upward to the nearest tenth. The BLS Index Threshold Percentages will be adjusted accordingly in the event of a market adjustment in review periods 2 or 3.~~

TABLE II

Effective Date of Adjustment	BLS Index Comparison Quarter	BLS Index Threshold Percentage
3/3/2006	Oct, Nov, Dec 2005	10.0%
3/2/2007	Oct, Nov, Dec 2006	18.4%
3/7/2008	Oct, Nov, Dec 2007	27.1%

~~11.4(b)(5) In connection with each of the effective dates in Table II, the computations set forth in 11.4(b)(4) will be made.~~

~~11.4(c) For payroll computation purposes, hourly rates of pay will be computed on the basis of 2080 compensable hours each calendar year.~~

~~11.4(d) Rate Ranges.~~

~~11.4(d)(1) The minimum salary for the payroll, effective March 3, 2006, will be determined by the Salaried Reference Table minimum values for each bargaining unit member's respective Salaried Job Classification and level.~~

~~Section 11.75 Incentives.~~

~~11.75(a) An employee assigned to the second or third shift shall receive a shift rate incentive of seventy five cents per hour which shall be added to his or her base salary and made a part thereof.~~

~~11.75(b) An employee assigned to either Saturday or Sunday as a regular day of work shall receive \$1.50 per hour added to his or her base salary and made a part thereof while so assigned. An employee assigned to both Saturday and Sunday as regular days of work shall receive \$2.00 per hour added to his or her base salary and made a part thereof.~~

~~11.75(c) Employees assigned to a Category 2 Schedule shall receive a schedule factor incentive equivalent to the difference between the hours scheduled and forty hours in a workweek.~~

~~11.75(d) Employees assigned to a Category 1 schedule and identified to receive the "shift percentage" shall receive twenty-three percent (23%) of their base rate, which shall be added to their base salary and made a part thereof.~~

~~**Section 11.6 Temporary Military Leave.** An employee who is a member of a reserve component of the Armed Forces, who is absent due to required active annual training duty or temporary special services duty, shall be paid his or her normal straight time earnings, including shift differential where applicable, up to a maximum of 80 hours each military service fiscal year. The amount due the employee under this 11.6 shall be reduced by the amount received from the government body identified with such active or temporary special duty, for the period of such duty (up to the maximum period mentioned above). Such items as subsistence, uniform, and travel allowance shall not be included in determining pay received from the state or federal government. An employee who elects to work or use available vacation credits while on temporary active duty shall not be eligible for military pay differential for that period.~~

~~Beginning with the military fiscal year starting October 1, 2000, the following provisions will apply:~~

~~Members of a reserve component of a uniformed service ordered to annual active duty are eligible for military differential pay up to a maximum of 80 hours each military fiscal year (October 1—September 30).~~

~~Members of a reserve component of a uniformed service ordered to temporary special duty under Military U.S. Code Title 10 or mobilized by the applicable state agency are eligible for military differential pay up to a maximum of 90 calendar days for each occurrence.~~

~~Employees will retain all compensation received from the uniformed services. If this compensation is less than their regular Company pay (base rate plus applicable additives), the Company will provide pay equal to the difference between the employee's base rate (plus applicable additives) and the compensation received from the uniformed services. This pay will be provided upon receipt of the employee's leave and earnings statement. Subsistence (does not include quarters), uniform, and travel allowances will not be included in determining military pay.~~

~~**Section 11.7 Jury Duty and Witness Service.** Time off with pay, up to 30 days each calendar year, will be granted for absence necessary for an employee to perform jury duty or witness service. The employee will retain all fees received. Time off with pay will not be granted if the employee:~~

- ~~1. Is subpoenaed as a witness against the Company or its interests.~~
- ~~2. Is subpoenaed as a witness as a direct party in the action.~~
- ~~3. Voluntarily seeks to testify as a witness.~~

~~4. Is subpoenaed as a witness in a case arising from or related to the employee's outside employment or outside business activities.~~

~~Deviations to this procedure must be approved by Company Offices Compensation and Benefits.~~

~~**Section 11.8 Overtime.**~~

~~**11.8(a)** The Company will attempt to meet its overtime requirements on a voluntary basis among the employees. In the event there are insufficient volunteers to meet the requirements, management may designate and require the necessary number of employees to work the overtime.~~

~~**11.8(b) Category 1 Schedules.** For time worked in excess of 40 compensated hours in a work week, other than the 2nd day of rest, an employee shall be paid one and one-half times his or her base rate. All time worked on the second day of rest will be paid at double his or her base rate after 40 compensated hours in that work week. All overtime worked in excess of 12 hours in a workweek will be paid at double his or her base rate.~~

~~**11.8(c) Category 2 Schedules.** For time worked in excess of scheduled and compensated hours in a work week, other than the 2nd day of rest, an employee shall be paid one and one-half times his or her base rate. All hours worked on the second day of rest will be paid at double his or her base rate after scheduled and compensated hours in a workweek. All overtime worked in excess of 12 hours in a workweek will be paid at double his or her base rate.~~

**Society of Professional Engineering
Employees in Aerospace**

The Boeing Company

By _____

By _____

Dated _____

Dated _____